

# EMPLOYEE HANDBOOK

March 2020

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# **RESTAURANT ORIENTATION BOOK**

# INTRODUCTION

Welcome to Bravo Foods, LLC. We are glad you are on our winning team!

We are dedicated to customer service. When our customers have a great visit, it offers our employees more opportunities and growth in the future. We need your help satisfying our customers and growing our business.

The information covered in this handbook is not considered to be a comprehensive review of all company policies, but rather an overview. Copies of more detailed corporate policies may be requested from your Restaurant General Manager. This handbook does not create an express or implied contract of employment. This version of our handbook supersedes all previous versions. We reserve the right to amend, alter, or make exceptions to this handbook in the future.

# PURPOSE OF THIS BOOK

To tell you about:

- Our company
- Your employment with us
- Your restaurant team
- Our Customers



# WHEN TO USE THIS BOOK

This handbook is yours. You may use it as part of your orientation process in the restaurant. After your orientation training, you may keep this book to use as a reference.



If you have any questions or cannot find what you are looking for in this handbook, talk with your RGM.

# **SECTION 1: YOUR EMPLOYMENT - BRAVO FOODS**

# YOUR PAY

- We offer competitive wages in the restaurant industry.
- Everyone has the option of being paid either by electronic funds which would be applied to a company provided pay card where you could potentially have the option of accessing funds as early as the next day, or by direct deposit. Your pay will be available on Tuesdays at bi-weekly intervals.
- Each pay period, employees should check the accuracy of their personal information such as name, address, contact information, and deductions in the Employee Self Service (ESS) system in UltiPro.
- Everyone should also review their hours worked bi-weekly and report any discrepancies to your RGM immediately.
- No one should ever work while not on the clock.
- Employees are eligible for a 30-minute break if scheduled for four or more hours. You must take that break when asked.
- Minors employees must adhere to hour restrictions (see labor poster for your state requirements in the employee communication area of your restaurant).

# YOUR PAY CARD INFORMATION

If you have elected to be paid via Instant Pay Card, some of the benefits include:

- 50% of the previous day's pay is available for you the following day if you need it vs. waiting for the normal "pay day"
- Access to cash via ATM see ATM locator on the Instant App to find the Free ATMs (other ATMs not listed on the App may charge fees)
- Use your card to make purchases online or in person anywhere VISA is accepted
- Same day card replacement. If you lose you card, do the following:
  - Go to the App to "freeze" your account so no one else can use it
  - o Get another card packet from your RGM
  - Use the "Change Card" under settings on the App to pair your new card with your existing account
- Other questions? Call customer support (800# on back of card) or use the chat feature on the App.

# HOW TO ACCESS YOUR PAY STATEMENTS

Employees can access all of their paycheck statements, and tax documents (W2s and form 1095c) related to their employment with any Bravo Foods restaurant online by using the Infosync's Ultipro Employee Self Service payroll website. Other things you can do in ESS is as follows: change your address, phone number, contact information, tax withholding, change add or delete your direct deposit or pay card options, enroll in benefit plans once you become eligible to participate, and also view your paid time off history as well. This information is confidential and secure.

# Logging In to the Ultipro ESS system:

User Name: Enter LASTNAME + YOUR FIRST NAME INITIAL + LAST 4 OF YOUR SOCIAL SECURITY NUMBER

(Example: John Smith 123-45-6789 would be smithj6789) Password: The Default Password is your 8-digit birth date (Example: April 28, 1980 is entered - 04281980)

Note: You will have to change your password and answer 3 security questions after your 1<sup>st</sup> login

# Contact (321) 939-2924 x1157 should you get locked out

Place mouse on TAB up top that says "Myself" to see all of your options.



# **OUR CULTURE**

# UR PURPOSE Π WE FEED PEOPLE'S LIVES



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**R PROMISE** 

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**R PRINCIPLES** 



#### MÁS HEART We represent the server

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# MÁS VALUE

We deliver more than expected. We serve the bent quality hod at prices our castomers love. We provide the bast working environment. And build relationships with our business partners that create value.

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because we build know-how We call that we understand the lives of our guests, amployees

and business partners. We are an active part of our communities.

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# GIVING BACK TO THE COMMUNITY

Not only do we believe in feeding our employee's lives with Mas, we also believe strongly in giving back to the communities you work and live in. We currently have a partnership with Taco Bell Teen Foundation and provide assistance regularly to the Boys & Girls Club of America and other great local charities.



# **Taco Bell Teen Foundation**

The Taco Bell Teen Foundation believes all young people deserve the chance to follow their dreams and reach their full potential

through high school graduation. At a time when youth are unsure about their future, we are there to help support them with the resources and opportunities needed to ignite their passions and become next generation leaders.

Bravo Foods, LLC raises money for the Teen Foundation twice a year to help support this mission in helping teens in need.

# Boys & Girls Club of America

The mission of the Boys & Girls Club of America is to enable all young people, especially those who need us most, to reach their





full potential as productive, caring, responsible citizens.

Bravo Foods, LLC is dedicated to fulfilling this mission for the boys and girls in our local communities. We have participated in many great events, such as playground builds, playground and park clean ups, and housing projects to ensure the boys and girls are raised in a safe and encouraging environment.

# **MORE THAN A PAYCHECK**

Making tacos is much more than just getting a paycheck at Bravo Foods, it's about making an impact in our communities and making lasting memories to the people we serve every day. You can begin to help make a difference in people's lives by donating time to some of the community events we have in your area throughout the year. Here are some pictures of various events we have participated in:

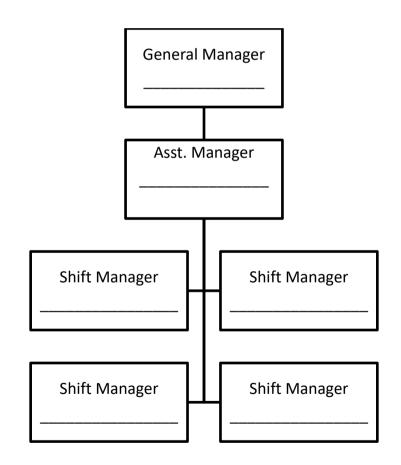


# SECTION 2: IT'S ALL ABOUT THE TEAM YOUR ABOVE RESTAURANT LEADER

Write the name of your Above Restaurant Leader below

# YOUR MANAGEMENT TEAM

Each restaurant has its own managers and shift managers. Write down the names of your restaurant's managers and shift managers.



# how we win Yum! together (hwwt)<sup>2</sup>

# believe in all people

We trust in positive intentions and believe everyone has the potential to make a difference. We actively seek diversity in others to expand our thinking and make the best decision. We coach and support every individual to grow to their full capability.

# we are customer maniacs

Customers rule. Every customer sees it, feels it and knows it in every restaurant. We make sure we have great RGMs who build great teams, 100% CHAMPS with a Yes Attitude is the expectation.

# go for breakthrough

We begin by asking ourselves, "What can I do NOW to get breakthrough results in my piece of Yum?!" Our intentionality drives step change thinking. We imagine how big something can be and work future-back, going full out with positive energy and personal accountability to make it happen.

# build know how

We grow by being avid learners, pursuing knowledge and best practices inside and outside our company. We seek truth over harmony every step of the way. We consistently drive outstanding execution by scaling our learnings into process and tools around what matters most. Breakthroughs come when we get people with knowledge thinking creatively.

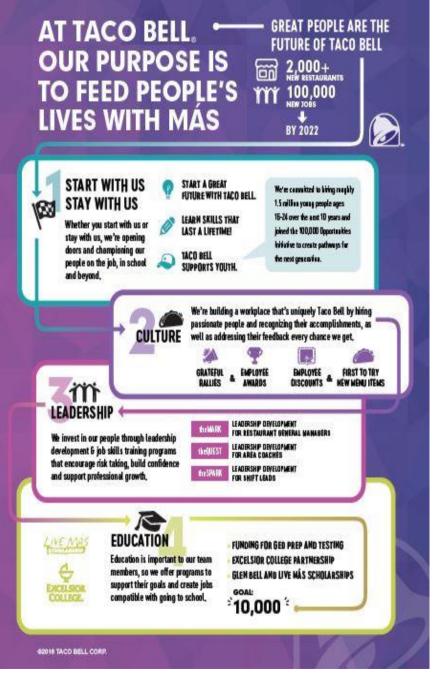
# take the hill teamwork

We team together to drive action versus activity. We discuss the undiscussable. always promoting healthy debate and healthy decisions. Our relationships allow us to ask the earth of each other. We make specific verbal contracts to get big things done with urgency and excellence.

# recognize! recognize! recognize!

We attract and retain the best people and inspire greatness by being world famous for recognition. We love celebrating the achievement of others and have lots of fun doing it!

# HOW TO GROW YOUR CAREER





# **GROW YOUR CAREER**

Position	Benefits	Vacation	Education	401(k)	Bonus	Other
TM	Medical/ Dental/Vision – after 1 year (if average 30 hours)	1 week – after 1 year (if average 30 hours)	Company Paid GED Program Excelsior College – see pages on Excelsior in this booklet	After 6 months (if 20 ½ Years) – enrollment is in January	N/A	Opportunity to grow career into management by becoming a Team Member Trainer Member Trainer
SM	Same as above	2 weeks – after 1 year (if average 30 hours)	Same as above	Same as above	N/A	Opportunity to grow to RGM position by becoming an Assistant

To learn more about how to grow your career speak with your RGM; or email us at

benefits@celebrationrg.com



# **GROW YOUR CAREER**

RGMD/ AGM	Position
Medical/Dental/ Vision 5 Days Paid Sick Leave Short Term/Long Term Disability (60% of base pay) (60% of base pay) Company Paid Life Insurance (1x annual salary) – after 60 days in position	Benefits
Tenure based vacation: < 5 years = 2 weeks 5-10 years = 3 weeks >10 years = 4 weeks weeks	Vacation
Company Paid GED Program Excelsior College – see pages on Ex- celsior in this book- let PLUS eligible for \$3,000 annually in Tuition reimburse- ment – see page on the Tuition program in this booklet	Education
After 6 months (if 20 ½ Years) – enrollment is in January	401(k)
Based on Profit Growth over Prior Year – see com- pany website for details (celebrationrg.co m)	Bonus
Star Tracks Annual Recognition Cruise Opportunity to Grow to the Area Coach position by becoming a Restaurant Training Manager	Other

To learn more about how to grow your career speak with your RGM; or email us at benefits@celebrationrg.com



# **EDUCATION PROGRAMS**

# "Feed A Dream"

Taco Bell is providing Bravo Foods access to the following education resources. To help our employees get a little more out of life, we can sponsor you to receive your GED, or college degree!!

## **GRADUATE HIGH SCHOOL PROGRAM OPTION:**

#### GED Program

Employees can earn a GED, the equivalent to a high school diploma.

- > Online program to prepare for the GED test, take the test and retest if needed
- > Visit MyTacoBell.com (Department Sites > Human Resources > Programs and Services > Education Section) for additional details and to learn how you can apply

# **GRADUATE COLLEGE PROGRAM:**

#### Excelsior College Partnership

Excelsior College is an accredited nonprofit college offering global degree programs online. It is an affordable and flexible way to obtain an undergraduate or master's degree.

- > Employees can receive college credit for completing Learning Zone courses (up to 46 credits for RGMS!)
- > By enrolling in the program, employees and their immediate family members will automatically get a 40% discount on tuition and their application and enrollment fees will be waived
- > Access to government funding and scholarship opportunities
- > Up to 96% of previously earned college credits are transferrable
- > 8-week and 15-week online courses available
- > Visit MyTacoBell.com (Department Sites > Human Resources > Programs and Services > Education Section) for additional details and to learn how you can apply

### SHIFT MANAGER ASSISTANCE PROGRAM OPTION:

We value supporting our Shift Managers in their pursuit of a college education. To aid them in funding tuition, books or other expenses related to completing their degree, we offer our Shift Manager College Assistance Program as outlined below.

General Requirements :

- > One year or more in position as a Shift Manager
- > Average 30 hours or more in past year (timeframe for assessment of hours works is same as that used to determine benefits eligibility - last pay period in Sept)
- > Achieved AT or higher on most recent performance appraisal
- > Degree being pursued must be business related
- > Must earn show proof of course completion with a passing grade at an accredited college/ university.
- > Approval of Area Coach & Benefits Manager

Limit-One \$500 award per annual year

Application Procedures—Submit attached form to Area Coach and Benefits Manager for approval.
Salaried Managers ~ Please visit the company website (People Section/Policy sub-section) to

read all about our Tuition Reimbursement Policy 225

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# Policy 225

Policy Name: Tuition Reimbursement	Page: 1 of 3
Date: 11/22/2016	Supersedes: 01/26/2016

# Introduction

Restaurant General Managers, Assistant Managers, Full-time and Part Time Above Restaurant Leaders are eligible for tuition reimbursement after 6 months of continuous service subject to the requirements below.

# **General Requirements**

Employee must maintain an acceptable performance rating

Full Time and Part Time Above Restaurant Leaders must be averaging a minimum of 35 hours per week

Approved course of study or job-related degree

Prior approval of the Benefits Manager

Approved institutions of learning, such as accredited colleges/universities, junior colleges and universities offering courses leading to a bachelor's or higher degree

Must earn "C" or better or "Pass" in pass/fail courses

# Covered Expenses

100% Paid tuition less tax withholdings designated by federal and state laws (no tuition expenses paid by financial aid will be reimbursed)

No books or other supplies will be covered

Reimbursement is provided upon completion of course where acceptable grade was achieved

# <u>Limit</u>

\$3,000 per calendar year

# Application Procedures

<u>Non-Excelsior Students:</u> Before signing up for your course (s), you must submit the attached "form A" to the Benefits Manager for approval. To receive reimbursement, you must also be actively employed at the time you complete the course and provide written evidence of achieving a passing grade & copy of paid tuition bill to the Benefits Manager.

<u>Excelsior Students:</u> Before signing up for your course (s), you must submit the attached "form B" to the Benefits Manager for approval.

# **Repayment Conditions**

Recognizing that tuition reimbursement is an investment, if you leave the company, you will be required to repay any tuition expenses reimbursed within the prior 12 months.

# SECTION 3: IT'S ALL ABOUT HAVING FUN AND TAKING CARE OF CUSTOMERS!

# **BECOMING A CUSTOMER MANIAC**

- Production Maniacs become experts at making great product.
- Service Maniacs become experts at providing great service.

We strive to make a connection with every customer with a **"YES!"** attitude.



# C.H.A.M.P.S.

- C leanliness Keep inside and outside clean at all times
- H ospitality Smile, Greet, and Thank every customer.
- A ccuracy Take, Make, and Package orders correctly
- M aintenance Take care of equipment as if I own it.
- P roduct Serve Hot, Fresh food you would serve to family.
- **S** peed with Service Meet service time goals every day.

# B.L.A.S.T.

Use B.L.A.S.T. to satisfy unhappy customers when we make mistakes.

- **B** elieve in positive intentions.
- L isten to the customer and understand how they feel.
- A pologize for the problem and offer a solution.
- **S** atisfy the customer's needs and offer a little more.
- T hank the customer for allowing us to make it right.

# **SECTION 3 CONTINUED**

# **Celebrating Champions with Recognition**

Recognition is one of our

\_\_\_\_\_ Principles.

How do you feel when you're recognized for doing a good job?

Where are CHAMPS cards located in your restaurant?

List some ways you like to be recognized for doing a good job.

List some ways you can recognize fellow employees.

Customer Maniacs are Team Members who display

\_\_\_\_\_ behaviors.

# We have built a recognition culture by appreciating Team Members and treating each other with respect!!

# **SECTION 4: OUR EXPECTATIONS**

# **BASIC EXPECTATIONS**

- Be on time every day ... you must call 3 hours in advance if you are going to be unable to work your shift due to illness, family emergency, or will be late.
  - We understand things happen from time to time; however, failure to meet the 3-hour notice expectation or frequent tardiness or absents (even with 3-hour notice) are unfair to the team and are unacceptable.
- Personal use of cell phones, iPod, and other personal electronic devises are not allowed while on the clock.
- Do your part to create a great work environment.

# YOUR UNIFORM

Details will be covered in Restaurant Basics during training; however, here is an overview of our uniform expectations

- One ring without stones on one hand allowed
- No gauges or ear lobe spacers
- Max. 2 earrings per ear, post only
- No facial piercings
- No watches
- Nails not to extend the finger tips
- Beards, goatees and mustaches must be trimmed.
- Hat or Hair net worn with visor
- Belt with tucked in shirts and name tags
- Black pants or dark denim/black jeans if SWS is 4 mins or less (must touch the top of your shoes with black socks). No skinny jeans, cargo, leggings or sweats
- Shoes Non-slip, no crocks. Must be closed-toed and heel solid black.

# You will be sent home if uniform does not meet standards EMPLOYEE MEAL POLICY

- Team members receive \$5.00 off any order, not to exceed \$8.00 for cost of meal, during a shift which they are working 4 or more hours.
- Managers receive \$8.00 off any order, not to exceed \$10.00 for cost of meal, during their shifts
- Managers are expected to set a good example by selecting items that are modest in cost and quantity.

# **SECTION 4 CONTINUED**

# WORK ENVIRONMENT SAFETY

- Always wear slip resistant shoes that are in good condition.
- Immediately put up wet floor sign when mopping or if you spill something on the floor (assure all spills are mopped up ASAP).
- Don't block pathways with boxes or trash.
- Follow proper procedures when working with knives, fryers or other equipment that could cause injury.
- Handle hazardous chemicals with care.
- Follow proper lifting and storage procedures when moving product or supplies.
- Know the location of the first aid kit and fire extinguishers.
- Never open the back door without management approval.
- Immediately inform a member of the management team if you see any unsafe conditions or equipment issues.

During your training, you will learn details on procedures which you must follow; however, here are the key areas of importance to assure we are Food Safe.

# FOOD SAFETY

- Don't come to work when you believe you have a contagious illness.
- Wash your hands constantly after:
  - Handling Money
  - Going to the Restroom
  - Any kind of Cleaning
  - Smoking, drinking, coughing, and sneezing
- Keep food out of the danger zone
  - Cold foods below 40 degrees
  - Hot food above 140 degrees
- Always follow FIFO (First In First Out) when rotating product
- Immediately discard expired product and inform a manager.



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# **SECTION 5: FMLA**

### **EMPLOYEE RIGHTS AND RESPONSIBILITIES** UNDER THE FAMILY AND MEDICAL LEAVE ACT

#### **Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
  to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

#### **Military Family Leave Entitlements**

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefnnss.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retried 1st, for a serious injury or illness<sup>2</sup>; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.<sup>2</sup>

#### \*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".

#### **Benefits and Protections**

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

#### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

\*Special hours of service eligibility requirements apply to airline flight crew employees.

#### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

#### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

#### **Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

#### **Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

#### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

#### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information: 1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627 WWW WAGEHOUR DOL GOV



U.S. Department of Labor | Wage and Hour Division

WHD Publication 1420 · Revised February 2013

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# APPENDIX

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The following pages contain copies of the orientation policies you reviewed and signed during your online orientation. Please refer to them as needed during your employment.

# ANTI-DISCRIMINATION AND HARASSMENT:

In accepting employment with Bravo Foods, LLC, I understand that harassment and discrimination are not tolerated at Bravo Foods, LLC and am aware that:

- I must be allowed to work in an environment free from harassment including unsolicited and unwelcome sexual overtures, as well as discrimination.
- Discrimination refers to treating someone differently due to a person's race, color, gender, age, national origin, military status religion, sexual orientation, pregnancy, physical or mental disability, genetic information or any other legally prohibited status.
- The Equal Employment Opportunity Commission defines sexual harassment as "unwelcomed sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature". Whether committed by a supervisor, co-worker, or customer, some examples of actions that may constitute sexual harassment and are prohibited are:
  - Repeated offensive sexual flirtations
  - Repeated unwelcome advances
  - Repeated propositions
  - Continued or repeated verbal abuse of a sexual nature
  - Repeated graphic or degrading comments of a sexual nature about an individual or his/her appearance
  - Repeated displays of sexually suggestive objects or abusive conduct

If I am subjected to or have knowledge of any harassment or discrimination, I will report it immediately by using the Concern Resolution Process.

# **BOTTOM LINE:**

The work place is not a place for any Bravo Foods, LLC employee to discuss, joke about, or engage in any Sexual activity. All Team Members should be treated with respect regardless of race, color, gender, age, national origin military status, religion, sexual orientation, pregnancy, physical or mental disability, or any other legally protected status.

# CASH CONTROL AGREEMENT:

In accepting employment with Bravo Foods, LLC, I understand that I can be immediately terminated (and possibly prosecuted) for any of the following violations of Bravo Foods, LLC cash and inventory guidelines:

- Failure to ring in guest checks immediately.
- Manipulating guest checks or credit card receipts (including underringing and non- ringing) to cover errors or for personal gain.
- Taking money from cash register or cash fund, or taking product, equipment for personal use, re-sale, or to cover errors.
- Any attempt to conceal cash shortages.
- Any falsification of data on paperwork, store reports, or any Bravo Foods forms.
- Any form of floating cash receipts or change funds.
- Paid outs processed through Area Coach.
- Cashing Team Member payroll or other checks with company funds.
- Misuse or unauthorized disclosure of customer credit card information.

# CONCERN RESOLUTION PROCESS:

In accepting employment with Bravo Foods, LLC, I understand that Bravo Foods, LLC has implemented a formal Concern Resolution Process, which is designated to provide Team Members with a forum to address questions, comments or concerns about their jobs, and ultimately resolve any dispute. I understand that Bravo Foods will not tolerate any form of retaliation for any good faith report of discrimination/harassment or other work environment issue. I understand that the appropriate level of management will conduct an investigation (if needed) to determine what course of action should be taken to resolve concerns. If I have a problem or concern, I will take the following steps:

**STEP 1**: Talk to your RGM and clearly state your concern and your desired solutions.

**STEP 2**: Not resolved? Contact your Area Coach to arrange a meeting to discuss your concern.

**STEP 3**: Not resolved? Contact your VP of Restaurant Operations to discuss your concern.

# CONCERN RESOLUTION PROCESS:

If at any time during the Concern Resolution Process, I:

- Feel that I cannot go to the designated person,
- Do not have the contact information for the appropriate person,
- Feel that the complaint is not being addressed appropriately, or
- Have not received a response within 10 days,

I may call the Network at **1-866-816-8477** at any time to report a concern anonymously.

# AGREEMENT TO ARBITRATE:

Because of the delay and expense of the court systems, and in exchange for my employment or continued employment, as well as the mutual promises contained in this Agreement, Bravo Foods and I agree to use confidential binding arbitration, instead of going to court, to decide any and all claims that now exist or may arise in the future out of the relationship between me and Bravo Foods, its related companies and/or current or former employees. Without limitation, such claims include any concerning compensation, wages, expense reimbursement, leave, employment (including, but not limited to, any claims concerning harassment or discrimination), conversion, breach of fiduciary duty, and/or termination of employment. Nothing in this Agreement to Arbitrate shall prohibit me from filing, participating in, or pursuing action with an administrative agency in accordance with applicable law, such as the filing of charges or claims with an unemployment compensation agency, a workers' compensation agency, the National Labor Relations Board, or the Equal Employment Opportunity Commission (or a state or local anti-discrimination agency).

In any arbitration, the then prevailing employment dispute resolution rules of the American Arbitration Association will apply (copies of which are available on the American Arbitration Association website at www.adr.org, or by requesting a copy from the Human Resources Department), with the following two exceptions: First, Bravo Foods will pay the arbitrator's fees, and (if I am the one filing the claims) Bravo Foods will pay that portion of the arbitration filing fee that is in excess of the similar court filing fee had I been able to file the claims in court. Second, Bravo Foods and I agree that any and all claims subject to arbitration under this Agreement to Arbitrate shall be instituted and arbitrated only in an individual capacity, and not on behalf of or as a part of any purported class, collective, representative, or consolidated action (collectively referred to in this Agreement to Arbitrate as a "Class Action"). Furthermore, Bravo Foods and I agree that are subject to arbitration in order to pursue any claims that are subject to arbitration under this Agreement to Arbitrate as a "Class Action".

# AGREEMENT TO ARBITRATE (Cont.):

member of a Class Action instituted by someone else in court or in arbitration in order to pursue any claims that are subject to arbitration under this Agreement to Arbitrate. It is the parties' intent to the fullest extent permitted by law to waive any and all rights to the application of Class Action procedures or remedies with respect to all claims subject to this Agreement to Arbitrate. It is expressly agreed between Bravo Foods and me that any arbitrator adjudicating claims under the Agreement to Arbitrate shall have no power or authority to adjudicate Class Action claims and proceedings or to rule on the validity and enforceability of the Class Action waiver provided for in this Agreement to Arbitrate. The waiver of Class Action claims and proceedings is an essential and material term of this Agreement to Arbitrate, and Bravo Foods and I agree that if it is determined by a court of competent jurisdiction that it is prohibited or invalid under applicable law, then this entire Agreement to Arbitrate is unenforceable. Otherwise, if any other provision of this Agreement to Arbitrate is held to be unenforceable by a court of competent jurisdiction, such provision shall be deemed voided, however, all remaining provisions of this Agreement to Arbitrate shall remain in full force and effect.

This Agreement to Arbitrate is not and shall not be construed to create any contract of employment for any specific duration, express or implied, and it shall not in any way alter the "at-will" status of my employment. This means that either I or Bravo Foods may terminate the employment relationship at any time, with our without advance notice, and with or without cause.

# LABOR LAW AGREEMENT (for 16 & 17 year olds only):

I understand and agree to abide by the Federal & State Labor Laws that restrict the hours that I can work. I understand that those restrictions are posted on the Child Labor Law poster in the restaurant. In addition, I further understand that I will not drive any vehicle for company purposes. I will inform my Area Coach or call the **Concern Resolution Network** at **1-866-816-8477** (number is also on poster in restaurant) if anyone directs me to do something that is in violation of this policy.

# PROMOTING A POSITIVE ENVIRONMENT:

In accepting employment with Bravo Foods, LLC, I understand that I am accountable for helping promote a positive environment. To support this effort, I agree to the following:

# PROMOTING A POSITIVE ENVIRONMENT (Cont.):

- We promote an environment free of alcohol, drugs and other chemicals. I am not permitted the unlawful use of a legal drug or other substances. I also may not possess or consume alcoholic beverages and, or consume, sell, nor possess illegal drugs:
  - While on duty
  - On company property
  - While wearing your Uniform
  - Immediately prior to work
- I may not

– Smoke in the restaurant at any time. It is considered a serious violation of state law and will result in immediate termination.

- For customer perception reasons, the use of e-cigarettes is not permitted in the restaurant at any time. Usage may lead to immediate termination.

– Possess a visible or concealed weapon on company property or in a vehicle I am operating for company business.

-Steal, misuse, or destroy company money or property.

-Put false information on employment applications, forms, or reports.

-Physically or verbally abuse or harass Team Members or customers.

-Be disrespectful of others or the company when communicating via Social Network sites.

-Violate local, state, or federal laws.

-Repeat a violation of any kind after I have received a written warning for my performance (i.e., being late, absent, not following job process or procedures etc....)

-Refuse business to any customer because of race, age, sex, religion, physical or mental disability, or national origin or any other legally protected status.

-Have a relative nor anyone I am dating reporting to me (if in a management position).

 I must inform my RGM or Area Coach of any work environment needs I must have to accommodate a disability.

While this is not a complete list, Bravo Foods, LLC wants me to be aware of the standards we have set to help support a positive environment for me, my fellow Team Members, and our customers.

# SOCIAL MEDIA POLICY:

The rapid rise and popularity of new social media and next generation communication tools presents new challenges regarding protecting the assets, goodwill and reputation of Celebration Restaurant Group (Company) and the Pizza Hut/Taco Bell brand. As an employee of the company, your participation in social media must comply with this Social Media Policy (the "Policy"). This Policy applies to all types of social media platforms and communication tools that exist now or may exist in the future (collectively referred to as "Social Media"), such as:

- Blogs (e.g., iCHING and external blog sites such as Ning and Blogger)
- Wikis (e.g., Learning Zone and external sites such as Wikipedia and other similar sites where text can be posted)
- Multimedia or user-generated media sites (e.g., YouTube)
- Social networks (e.g., Facebook, MySpace, Linked In, Twitter, Ning)
- Virtual worlds (e.g., Second Life)
- Text messaging and mobile device communications

Nothing in this policy is intended to prohibit employees from discussing or releasing information about wages, hours, working conditions or other terms and conditions of employment to the extent privileged by Section 7 of the National Labor Relations Act or other law.

# Summary of Policy:

When choosing to interact with others via a social media platform, you must adhere to the following:

- You must have prior approval from the Chief Executive Officer (CEO) to participate on the Company's behalf in any external Social Media.
- Unless the CEO's permission is obtained, you must participate only for yourself as an individual. Be clear that your comments are your own views and not those of the Company.
- You must be clear about who you are and your role with the Company.
- Protect <u>all</u> Company confidential and proprietary information.
- Do not post photos or videos of our restaurants that share confidential information (e.g. spec charts, marketing plans etc....) or represent the company in a negative light.
- All Company workplace policies apply to your conduct. You must comply with all workplace policies.
- Be respectful of others and the Company.

- Do not use other people's property (such as trademarks or copyrighted music, photos, videos, or news articles) without their permission.
- Think before you post you own the consequences of your participation.
- Protected communications and activities are excluded from the policy.

# BE YOURSELF.

• Do not misrepresent yourself or your role with the Company. For example, if you are not a Restaurant General Manager, do not say you are on your Facebook profile.

# STATE THAT IT'S YOUR OPINION.

• Do not claim or leave the impression that you are speaking on behalf of the Company unless you have explicit permission from the Chief Executive Officer to do so.

• If you mention that you are an employee of the Company in external Social Media (e.g., "I work for Celebration Restaurant Group, CFL Pizza LLC, or Bravo Foods LLC" in your user profile or sign your online comments as "John Smith, RGM Pizza Hut (Taco Bell)"), then you must include a statement that the views expressed are your own:

"The comments and other content on this site are my own and don't represent the positions, opinions or strategies of Celebration Restaurant Group, CFL Pizza LLC, or Bravo Foods LLC"

• Using the required disclaimer does not excuse a violation of this Policy or ensure that people will not get the wrong impression.

# PROTECT COMPANY INFORMATION ... AND YOURSELF.

• Do not post photos, videos and/or sound recordings taken on Company property, including restaurants, unless you have explicit permission from the Company to do so.

• Do not post photos or videos showing you in your uniform or other clothing that includes a Company/Brand logo could that could reflect negatively on yourself, your job, your co-workers, or the Company.

• Do not publish, text, or discuss any events, conversations or materials that are meant to be private, confidential or internal to the Company. This includes, operations manuals and standards, training materials, new product plans, project team discussions, vendor negotiations, marketing or media plans/calendars, and test market data.

• You are <u>strictly prohibited</u> from publishing, texting or discussing the following Company information <u>anywhere</u>:

- **The Numbers:** Any financial information (i.e. sales growth, Cost of Labor dollars, Food Cost etc...)
- Personal Information: Never share personal information (including name, social security numbers, telephone numbers, addresses or medical information) regarding other employees, franchisees or customers. Be very careful in sharing your own personal information.
- Legal Information: Anything to do with a legal issue, legal case, or attorneys.
- **Product formulas or specifications**: Not just secret recipes, but formulas and detailed specifications for all Company/Brand products.
- Other Protected Information: Any secret, confidential, or proprietary Company information or information that is subject to confidentiality agreements.
  - Do not use any Company logos, trademarks, graphics, or advertising materials.
  - Do not sell or misappropriate any Company materials (e.g., training or promotional materials).
  - If the media or a blogger contacts you about a posting that concerns the business of the Company, do not respond and refer that person to the Chief People Officer.

NOTE: Do not report business concerns or complaints on Social Media. Instead, you should either notify your supervisor or make a confidential report by calling The Network at:

CFL Pizza LLC: 1-877-350-5831 Bravo Foods LLC: 1-866-816-8477

# BE RESPECTFUL.

• We are a company that reflects a diverse set of customs, values and points of view. Compose your thoughts in a way that respects differing points of view consistent with the Company's How We Win Together (HWWT2) principles and workplace policies.

• Do not make fun of, denigrate or defame your co-workers, customers, franchisees, suppliers, the Company/Brand or our competitors.

# RESPECT OTHER PEOPLE'S PROPERTY.

Stick to posting your own creations. Do not use anything that belongs to someone else, including trademarks, trade secrets and copyrighted materials (such as music, photos, graphic images, and movies) owned by third parties.
Where it is appropriate to include a part of someone else's work in your posting (such as a short excerpt from a news article or a trade publication), make sure you have the right to use and publish it and *always* give proper credit for the work.

# ADMIT WHEN YOU'VE MADE A MISTAKE AND CORRECT IT.

If you make a mistake, admit it and correct it. Be direct and prompt with your correction.

# THINK ABOUT CONSEQUENCES.

Anything you publish will be publicly available for a long time. Think through possible consequences before you post, text or discuss anything on Social Media.

• If you find yourself wondering if you can talk about something you learned at work – don't.

• Consider the context of any material (including photos or videos) that you publish and use good judgment. Ask yourself:

"Would this embarrass me, my family or co-workers or harm the reputation and goodwill of the Company if it were reported on the front page of the New York Times or on the evening news?" If yes, then do not publish it.

• The Company may, from time to time, monitor external postings and review internal postings for compliance with this Policy, and any crimes, including theft, vandalism and health code violations, will be reported to the proper authorities.

• The decision to post is yours and you are responsible for the consequences. If you violate this Policy, you could:

o Be disciplined or even under certain circumstances be fired

o Cause legal trouble for the Company/Brand, our customers or our investors

o Be sued, including by the Company/Brand

o Face criminal charges

o Harm the goodwill of the Company/Brand, costing us customers and investors

Failure to comply with this Policy could result in disciplinary action, including termination of your employment, and in certain circumstances, civil and/or criminal liability. The Company reserves the right to modify, suspend or withdraw this Policy. You are responsible for regularly reviewing the terms of this Policy.

# TEAM MEMBER AGREEMENT:

In accepting employment with Bravo Foods, LLC, I understand and agree that:

- Any company handbooks, manuals, policies, procedures, rules and regulations do not create a contract between Bravo Foods LLC and me, except for the Agreement to Arbitrate.
- I may quit my job at Bravo Foods LLC at any time, for any reason and Bravo Foods LLC may terminate my employment at any time, for any reason.
- With the exception of the Agreement to Arbitrate, Bravo Foods LLC may change any rules, policies, guidelines, procedures and regulations including the terms and conditions of my employment at any time without notice.
- Misuse or unauthorized disclosure of confidential information not otherwise available to persons or firms outside Bravo Foods LLC is cause for disciplinary action, including termination.
- All hourly paid positions are considered part-time. As business conditions fluctuate, hours are not guaranteed.
- I have been through orientation & understand how to access copies of Bravo Foods's policies. I agree to abide by the company's policies and regulations.
- I understand that I must call 3 hours in advance of a shift if I am going to be late or unable to work; failure to do so is cause for disciplinary action.

# TEAM MEMBER AGREEMENT (Cont.):

- When communicating via social media (blogs, networking sites, etc. ...) I must adhere to the Social Media Policy found in the Employee Handbook.
- I understand and accept that my photo may be used for recognition purposes in company newsletters or on the company website.
- I understand and give Bravo Foods LLC consent to record all phone calls from any company business phone (includes incoming and outgoing calls).
- I understand that for security reasons, video surveillance is in place in most restaurants.
- I hereby authorize InfoSync services to initiate credit entries to my account as well as to process debit entries and adjustments for any credit entries in error to my account to the extent allowed by federal, state, or local law. In the event of a debit entry or adjustment, notice will be provided to the extent required by law. Such authorization will remain in effect until I have provided a written termination request.
- I understand that I must sign in to my Ultipro Employee Self Service account each pay period to check the accuracy of my personal information and pay statement information

# --POLICY AVAILABILITY--

Other policies will be reviewed during Orientation Training. In addition, policies are available for review on the Celebration Restaurant Group website (www.celebrationrg.com). Ask your RGM for further assistance.

# NOTES

